



STATE PROCUREMENT OFFICE

LEGAL AD DATE: August 24, 2006

REQUEST FOR PROPOSALS
No. RFP-HHI-06-001

SEALED OFFERS
FOR
SERVICES TO DEVELOP SOCIAL MARKETING MEDIA
FOR
DEPARTMENT OF HEALTH
TOBACCO SETTLEMENT PROJECT, HEALTHY HAWAII INITIATIVE

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

SEPTEMBER 28, 2006

IN THE DEPARTMENT OF HEALTH, TOBACCO SETTLEMENT PROJECT, HEALTHY HAWAII
INITIATIVE OFFICE, KINAU HALE 1250 PUNCHBOWL STREET, ROOM 422, HONOLULU,
HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MRS. ALICE
SILBANUZ, PHONE (808) 586-4434, FACSIMILE (808) 586-4444, OR E-MAIL AT
alice.silbanuz@doh.hawaii.gov .

RFP-HHI-06-001

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SECTION ONE

INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED HEREIN

CPO	=	Chief Procurement Officer
Procurement Officer	=	The contracting officer for the State Procurement Office.
CA	=	The Contract Administrator identified in Section 5.06, Special Provisions, of this RFP.
State	=	State of Hawaii
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
BAFO	=	Best and Final Offer
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
HHI	=	Healthy Hawaii Initiative
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
RFP	=	Request for Proposals
GET	=	General Excise Tax

1.02 INTRODUCTION AND BACKGROUND

Using Tobacco Settlement Special Funds, the Department of Health (DOH) created the Healthy Hawai'i Initiative (HHI) in 2000 to prevent and reduce the personal and societal burden of chronic diseases, such as diabetes, heart disease, and cancer. HHI uses a socio-ecological approach targeting the three major risk-associated behaviors that contribute to chronic disease: tobacco use, poor nutrition, and physical inactivity. The major goals of HHI are to increase quality years of healthy life for all of Hawaii's people; reduce existing health disparities among ethnic groups in Hawaii; and reduce the burden of chronic disease by implementing widespread, sustainable behavioral changes to address the risk factors of these chronic diseases.

The HHI model is adapted from the Centers for Disease Control's best practices approach to comprehensive tobacco prevention and control. The four interrelated components of HHI are (I) coordinated school-based health, (II) community-based initiatives, (III) public and professional education, and (IV) surveillance, assessment, evaluation, and research.

In 2003, HHI rolled out, "Start.Living.Healthy.," a statewide health promotion campaign that targeted Hawaii residents that were thinking about (contemplation phase) being more physically active and eating a healthier diet. Media included television and radio commercials, community events, and promotion on local television and radio shows, and the creation of a new website, www.healthyhawaii.com.

This media campaign was followed by a statewide social marketing campaign called, "1% or Less is Best," which was designed to get Hawaii's residents to switch from whole and

2% milk to 1% or skim milk. This campaign was targeted at women between the ages of 35 and 55. The campaign involved television and radio commercials that were aired statewide and posting of bus cards in all city buses in Honolulu County. The Healthy Hawaii Initiative partnered with the Department of Education to switch to serving non-fat and low fat milk in their cafeterias. HHI also partnered with milk distributors and grocery stores to offer coupons for 1% and non-fat milk, post point of decision prompts in grocery stores and offer numerous taste testing events to help consumers overcome the perception that low fat milk does not taste good.

In the fall of 2005, a booster campaign for “1% or Less” was aired to help reinforce the message to over 65,000 people who switched to 1% and non-fat milk during the initial campaign. The milk campaign was a targeted message delivered under the overall HHI campaign of “Start.Living.Healthy.”

1.03 CONTRACT TERM

The term of the contract will be one (1) year with an option to extend, if mutually agreeable, by up to two (2) additional twelve-month (12) periods based upon satisfactory performance and availability of federal funds.

1.04 SIGNIFICANT DATES

The schedule of key dates is as follows:

Advertisement of RFP	August 24, 2006
Pre-proposal Conference, 10:00 am – 12:00 pm HST	August 31, 2006
Deadline to submit written questions, 4:30 pm HST	September 4, 2006
State response to written questions	September 14, 2006
Proposals due and opened, 2:00 pm HST	September 28, 2006
Proposal Evaluations and discussion with Priority-Listed Offerors	Sept. 29 – Oct. 6, 2006
Best & Final Offers due, if any	Sept. 29 – Oct. 6, 2006
Issuance of Notice of Award	October 13, 2006
Contract Start Date (tentative)	November 20, 2006

If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

1.05 OFFICIAL CONTACT PERSON

The official contact person for all communication regarding this RFP is:
Mrs. Alice Silbanuz, Public and Professional Education Coordinator
1250 Punchbowl St., #422
Honolulu, HI 96813
Phone #: (808) 586-4434
Fax #: (808) 586-4444
E-mail: alice.silbanuz@doh.hawaii.gov
Note: E-mail correspondence is preferred.

SECTION TWO

SCOPE OF WORK

A. OBJECTIVES AND GOALS

2.01 GENERAL

HHI's intent is to enter into a contract with a qualified organization to design, and develop the media messages on increased physical activity and increased consumption of fruits and vegetables. The new media messages on walking and eating more fruits and vegetables will be a call to action and are targeted for release in January and April 2007 respectively. The messages should be designed to move the target audience, adults between the ages of 35 – 55, from the preparation phase to action (based on Prochaska's Stages of Change Model, www.cellinteractive.com/ucla/physician_ed/stages_change.html.) The media messages will be supported by community events and policy level changes that promote healthy lifestyle choices. The media messages will be branded as targeted messages delivered under HHI's Start Living Healthy campaign.

2.02 DESCRIPTION OF THE GOALS OF THE SERVICE

The scope of work encompasses the following tasks and responsibilities:

DEVELOPMENT OF MASS MEDIA MESSAGES

- Use data compiled by HHI to craft messages designed to motivate working adults between the ages of 35 and 55 to walk and eat more fruits and vegetables
- The message should have appeal to Hawaii's racially and ethnically diverse population
- Conduct preview of storyboards with DOH HHI team
- Produce at least two sets of storyboards of tv commercials to be focus group tested with working adults between the ages of 35 and 55
- Conduct focus group to test the storyboards
- Modify storyboards based on feedback from focus group and HHI
- Provide HHI with electronic version of approved storyboards to be routed to appropriate State officials for approval
- If necessary, modify storyboards based on feedback from State officials
- Recruit and buy out talent for all media

WALKING CAMPAIGN

- Produce three (3) thirty (30) second television commercials designed to encourage increased walking
- Produce three (3) thirty (30) second radio commercials designed to encourage increased walking
- Design graphics and layout for two (2) bus posters designed to encourage increased walking
- Design graphics and layout for two (2) print advertisements designed to encourage increased walking

FRUITS AND VEGETABLES CAMPAIGN

- Produce three (3) thirty (30) second television commercials on eating more fruits and vegetables
- Produce three (3) thirty (30) second radio commercials on eating more fruits and vegetables
- Design graphics and layout for two (2) bus posters designed to encourage eating more fruits and vegetables
- Graphics and layout for two (2) print advertisements designed to encourage eating more fruits and vegetables
- Design graphics and layout for two (2) direct mail fliers developed specifically for the food stamp eligible population designed to encourage eating more fruits and vegetables

RELEASE AND OWNERSHIP OF FINISHED AND DRAFT PRODUCTS

- Print ready electronic files of all bus posters, print advertisements and direct mail fliers will be submitted to the Healthy Hawaii Initiative in a file format that allows the Healthy Hawaii Initiative to make changes. The Healthy Hawaii Initiative must approve the file format (e.g., PhotoShop, Word, and Publisher). In addition, HHI will have the option to request any draft products produced through the contract.
- Digital files of television and radio commercials shall be provided to the Healthy Hawaii Initiative.
- The Healthy Hawaii Initiative will own the rights to the products produced as a result of the contract.

2.03 DESCRIPTION OF THE TARGET POPULATION TO BE SERVED

Working adults between the ages of 35 and 55.

2.04 GEOGRAPHIC COVERAGE OF SERVICE

Statewide.

2.05 PROBABLE FUNDING AMOUNTS, SOURCE, AND PERIOD OF AVAILABILITY

The \$175,000.00 contract is funded by Tobacco Settlement Fund dollars through the Healthy Hawaii Initiative. Contract fund availability depends on continued funding of the Healthy Hawaii Initiative.

B. PRODUCTS TO BE DELIVERED AND CONTRACTOR'S RESPONSIBILITIES

2.06 GENERAL

Offeror shall include a work plan and timeline for the proposed deliverables to be completed and provided to the HHI. The contract is tentatively scheduled to be awarded on November 20, 2006. The media for the physical activity campaign (three (3) thirty (30) second television commercials, three (3) thirty (30) second radio commercials, graphics and layout for two (2) bus posters, and graphics and layout for two (2) print advertisements) must be completed by January 19, 2007. Offeror must be able to execute the tasks within the timeframe allotted.

The media for the nutrition education campaign (three (3) thirty (30) second television commercials, three (3) thirty (30) second radio commercials, graphics and layout for two (2) bus posters, graphics and layout for two (2) direct mail flyers, and graphics and layout for two (2) print advertisements must be completed by March 2, 2007.

2.07 MANAGEMENT REQUIREMENTS (MINIMUM AND/OR MANDATORY REQUIREMENTS)

a. Personnel

1. The Contractor and its subcontractor(s), if any, will staff the project with a Project Coordinator who will be the "contact person," authorized to interact with the State and ensure that the project schedules and deliverables are being met. The Project Coordinator should have a minimum of five (5) years experience in producing media messages for the general public.
2. The Contractor may hire subcontractors to assist with the timely execution of the contract. The Contractor must receive written approval from the Contract Administrator to subcontract any portion of this project and will be liable for any costs or errors incurred by the subcontractors. Payment of goods and services provided by subcontractors will be provided by the Contractor.

b. Reporting Requirements for Program and Fiscal Data

1. The Contractor will provide a written electronic monthly progress report at dates to be determined. The monthly report will include tasks that have been completed and projected dates for completion of tasks integral to the completion of the project.
2. Payments shall be made upon the submission of deliverables and invoices for costs associated with the production of the deliverables.

SECTION 3

PROPOSAL FORMAT AND CONTENT

3.01 GENERAL INSTRUCTIONS

The proposal should:

- a. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms and conditions specified in this RFP.
- b. Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, and telephone and fax number(s) of the person the State should contact regarding Offeror's proposal.
- c. Be organized into sections following the exact format using all titles, subtitles, and numbering, with tabs separating each section as described in Exhibit A.
- d. RFP identification information on the top right hand corner of each page should be retained.
- e. Page numbering of the Proposal should be consecutive, beginning with page one and continuing through the complete proposal.
- f. Proposals may be submitted in a three ring binder (Optional).
- g. A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.
- h. Applicants are encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal.

3.02 BACKGROUND AND SUMMARY

The Offeror should concisely summarize the contents of the proposal so that the State is provided with an understanding of the entire proposal. The Offeror should provide a comprehensive description of its ability to meet the RFP requirements and staffing requirements necessary for this statewide educational campaign, including the number and location of employees and/or subcontractors and resources that will be committed to this project.

The Offeror should include the title for the proposed project, name and business address of the individual or organization(s) that will perform the work, street address, mailing address, telephone number(s), facsimile number, and email address. The Offeror should also provide resumes for all key personnel associated with the proposal. For each person on the list, the Offeror should provide the job title and years of employment, the role in this contract, educational background and relevant experience, relevant awards, certificates and other achievements.

3.03 EXPERIENCE AND CAPABILITY

a. Skills and Experience

The Offeror should demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The Offeror should also provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services.

b. Quality Assurance and Evaluation

The Offeror should describe its quality assurance and evaluation plans for the proposed services, including methodology.

c. Coordination of Services

The Offeror should demonstrate the capability to coordinate services with other subcontractor(s).

d. References and Previous Projects

Offeror should include a list of references from the Offeror's client listing that may be contacted by the State to inquire on the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone and fax numbers, and addresses.

Evidence in the form of a minimum of three (3) sworn affidavits from businesses not owned, operated, controlled or affiliated with the Offeror, which attests to the Offeror's good business practices in its operation and relations with employees, suppliers, and customers shall be provided.

Offeror should provide a description of any previous projects comparable to this project.

3.04 PERSONNEL: PROJECT ORGANIZATION AND STAFFING

a. Proposed Staffing

Offeror should describe the proposed staffing pattern; client/staff ratio and proposed caseload capacity appropriate in order to establish that sufficient staff will be available for this project.

b. Staff Qualifications

The Offeror should provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to Management Requirements 2.07.)

c. Supervision and Training

The applicant should describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

d. Organization Chart

The Offeror should reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency.) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal. Descriptions of both organizational charts shall also be included in the proposal.

3.05 SERVICE DELIVERY

The Service Delivery Section should include a detailed discussion of the Offeror's approach to applicable service activities and management requirements, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

3.06 FINANCIAL

a. Pricing Structure

Applicants should submit a detailed budget showing a breakdown of dollar allotments for each of the required campaigns. The cost proposal shall be attached to the Proposal. The pricing structure shall be fixed price.

Budget form(s) shall be submitted with the Proposal. See Exhibit B for sample budget form.

3.07 OTHER

a. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

SECTION FOUR

EVALUATION CRITERIA

4.01 INTRODUCTION

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The Evaluation Committee will evaluate each proposal in accordance with the criteria set forth below. The evaluation criteria and corresponding points are listed below. Primary Award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State of Hawai'i based on the evaluation criteria listed in this section.

4.02 EVALUATION PROCESS

The evaluation will be conducted as follows:

- Evaluation of Proposal Requirements
- Evaluation of Proposal Application
- Recommendation of Award

A. Evaluation Categories and Threshold

Evaluation Categories

Possible Points

Proposal

Experience and Qualifications
Proposed Approach
Evaluation Process
Cost Proposal

20 points
40 points
20 points
20 points

TOTAL POSSIBLE POINTS

100 Points

4.03 EVALUATION CRITERIA

A. Proposal

- Form OF-1, Attachment 1
- Table of Contents
- Background and Summary
- Experience and Capability
- Personnel: Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Evaluation Proposal (100 Points)

1. Experience and Qualifications (20 Points)

The Offeror has demonstrated and described the following:

- Knowledge, skills, and abilities related to the delivery of the proposed service activities and expertise and relevant experience.
- Staffing capacity and capability, commitment to develop, implement, coordinate, and evaluate the scope of work, and to coordinate with other subcontractor(s).

2. Proposed Approach (40 Points)

The Offeror has demonstrated and described the following:

- An understanding of the purpose, scope, goals, objectives of the public education campaign(s). A thorough description of how the organization and the proposed activities will assist in achieving the goals of the public education campaign(s) within the term of the contract period.
- The overall project work plan and timeline describes the essential tasks of the proposed project components and identifies the responsible person(s) and the logical sequence of events to implement the project.

3. Evaluation Process (20 Points)

The applicant will describe and demonstrate the following:

- Sufficient quality assurance and evaluation methodology for the media messages created.
- Proposed measures or instruments for measuring outcomes.

4. Cost Proposal (20 Points)

The applicant will describe and demonstrate the following:

- The degree to which the cost proposal and budget expenditure plan demonstrates support for the proposed work plan and requirements of the RFP.
- The degree of competitiveness, reasonableness, and appropriateness of the cost proposal to reflect as it seeks to meet the requirements of the RFP and the goals and objectives of the HHI public education campaign(s).

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

Services to develop media messages for the public education campaigns for the Department of Health, Healthy Hawaii Initiative shall be in accordance with this RFP, including these Special Provisions, the attached Specifications, the Scope of Work specified herein, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www2.state.hi.us/bidfiles/spogtgs.pdf>.

5.02 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Proposal Preparation, Responsibility of Offeror provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.03 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Contractor shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

5.04 OFFEROR QUALIFICATIONS

Offeror should meet all of the qualifications required by this RFP. If Offeror fails to meet the qualifications, the State may not consider Offeror's proposal for award.

The Offeror may utilize and be responsible for a sub-contractor(s) for any portion of the contract with prior written approval from the Contract Administrator. Contractor shall be liable for any costs or errors incurred by the subcontractor(s).

5.05 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a one (1) year period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to two (2) additional twelve-month (12) periods or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon 60-calendar days prior written notice.

5.06 CONTRACT ADMINISTRATOR

For purposes of this contract, Mrs. Alice Malepeai Silbanuz, Public and Professional Education Coordinator, Healthy Hawaii Initiative, telephone (808) 586-4434, or her authorized representative, is designated the Contract Administrator.

5.07 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- b. The procurement process begins with the issuance of the RFP by SPO and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section 5. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.

- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO, should that prove necessary.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.05, Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as their BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 6, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section 6.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.08 SUBMISSION OF PROPOSAL AND PRE-PROPOSAL CONFERENCE

Pre-proposal Conference and Addenda

A Pre-proposal conference will be held at the Hawaii State Department of Health, 1250 Punchbowl Street, 1st floor Board Room, on Thursday, August 31, 2006, from 10:00-12:00 noon HST. Attendance for the pre-proposal conference is not mandatory.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

Potential offerors are advised to contact the DOH, Tobacco Settlement Project, Healthy Hawaii Initiative, to insure that offeror's name, address, telephone and facsimile number(s) are on record for addenda distribution. The State shall not be responsible for distribution of addenda to those potential offerors who have not provided this information to the DOH.

Submission of Proposal

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

5.09 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- d. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and **six (6) copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to sections 3-122-108 and 3-122-28, HAR, respectively.
- h. **Responsibility of Offeror.** Reference §3-122-112, HAR. Prior to award, the Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, the Offeror selected by the State that presents the best value shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the Offeror selected by the State that presents the best value shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us (at the menu click on **Employer Forms, LIR#27**), or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the Offeror selected by the State that presents the best value shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for withholding of final commissions due the Contractor. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

5.10 METHOD OF AWARD

Award, if made, shall be to the responsible Offeror whose proposal is determined to be responsive and the most advantageous to the State taking into consideration the evaluation factors set forth in this RFP.

5.11 SUBMISSION OF PROPOSAL

Offers shall be received at the Tobacco Settlement Project, Healthy Hawaii Initiative, 1250 Punchbowl Street, Kinau Hale, Room 422, Honolulu, Hawaii 96813, no later than the date and time stated in Section 1.05, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time recorded by the HHI Secretary. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 422, but to a central DAGS mailroom. This may cause a delay in receipt by the HHI and the offer may reach the HHI after the deadline, resulting in automatic rejection.

Proposals delivered through UPS, Federal Express or any other private carrier may be delivered directly to the HHI Office.

5.12 PRICING

Pricing structure will be fixed price. The Offeror shall include a Budget Expenditure Plan, which shall be in accordance with the proposed work plan and timeline of scheduled activities proposed. The Offeror's cost proposal shall include a narrative budget justification, which describes how the costs are derived.

5.13 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offeror's proposal, it shall be provided within two (2) business days of the State's request.

5.14 ORAL PRESENTATION

Respondents to this RFP may be required to make an oral presentation of their proposal to ensure thorough, mutual understanding. The State will schedule the time and location for these presentations (if deemed necessary by the State), normally within one week following the Proposals Due date.

5.15 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

5.16 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be **made in writing and should be received by the SPO prior to the deadline for written questions as stated in the Significant Dates, page 2.** This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of Offeror's proposal when award could not be made.

5.17 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to HHI The State will respond to written questions by the date indicated in Section 1.04, Significant Dates, or as amended.

5.18 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to Section 3-122-96 through 3-122-97, HAR.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.19 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices quoted by the Offeror shall remain firm for the sixty (60) day period as provided in Section 3.2 of the GTC, incorporated herein by reference.

5.20 PROPOSAL AS A PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.21 LIABILITY INSURANCE

Liability insurance coverage is waived for the Contractor and Subcontractors for this contract.

5.22 CONTRACT EXECUTION AND TERM OF CONTRACT

No performance or payment bond shall be required for this contract.

For awards totaling \$25,000 or more, the State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the GTC. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

For awards totaling less than \$25,000, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and GTC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

If the State, solely at its option, wishes to extend the term of this contract for an additional twelve-month period or portion thereof, and the contractor agrees, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.23 PAYMENT/COMMISSIONS

Contract shall be performance based on tasks completed each month. Contractor shall submit an original invoice and two (2) copies of all receipts to:

Hawaii State Department of Health
Tobacco Settlement Project,
Healthy Hawaii Initiative
Attn: Alice Silbanuz
1250 Punchbowl Street, Room 422
Honolulu, HI 96813

The tax clearance submitted with the contractor's invoice for final requires both DOTAX and IRS approvals. The clearance submitted with this RFP is not acceptable for final payment purposes. The contractor must obtain a new tax clearance from DOTAX and IRS, and it must be an original.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of the invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10 HRS, as stated.

5.24 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Contract Administrator. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.25 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the CA will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the user agency, the State Procurement Office and the Contractor's personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.26 CONTRACT STAFFING REQUIREMENTS

Key personnel, whose names and resumes are submitted in the proposal, shall not be removed from this project without prior approval of the CA. Substitute or additional personnel shall not be used for this project until a resume is received and approved.

Personnel changes that are not approved by the CA may be grounds for contract termination.

The State shall have the right, and the Contractor will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

5.27 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate or void the entire contract.

5.28 INSPECTION & PROCEDURAL CHANGES - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with the contract.

Should the CA determine that corrections or changes are necessary in order to accomplish the contract's intent, the CA may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform any provisions of the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) may seek associated damages, and relief in accordance with law.

5.29 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the State Procurement website at www.hawaii.gov/spo2/source/ .

Any protest pursuant to §103D-701, HRS, and Sections 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Department of Health, Tobacco Settlement Project, Healthy Hawaii Initiative, 1250 Punchbowl Street, Room 422, Honolulu, Hawaii 96813.

5.30 GOVERNING LAW; COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.31 BREACH OF CONTRACT

It is noted that any violation of the provisions of the contract, unless excused, is a breach of the contract and may be cause for termination.

Pursuant to Subchapter 2 of Chapter 126, HAR, and Section 103D, HRS, the DOH, after consultation with the attorney general and upon written determination by the CPO or designee, may suspend or debar the contractor for causes due to, but not limited to any breach of the contract.

5.32 ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

“Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.”

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved."

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

SECTION SIX

ATTACHMENTS/EXHIBITS

6.01 ATTACHMENTS

1. Offer Form, Page OF-1
(This form must be completed, signed, and included with the original and all copies of the RFP submittal package.)
2. Proposal Checklist
3. CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(This form shall be completed by Contractor at the end of the contract period and submitted with invoice for final payment.)

6.02 EXHIBITS

- A. Table of Contents
- B. Budget Form(s)
- C. Evaluation Score Sheet

8/31/06

SERVICES TO DEVELOP SOCIAL MARKETING MEDIA
FOR
DEPARTMENT OF HEALTH
HEALTHY HAWAII INITIATIVE
RFP-HHI-06-001

Mrs. Alice Silbanuz, Public and Professional Education Coordinator
Tobacco Settlement Project, Healthy Hawaii Initiative
Hawaii State Department of Health
1250 Punchbowl St., Room #422
Honolulu, Hawaii 96813

Dear Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Date: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

PROPOSAL CHECKLIST

The proposal shall include:

- ☐ Transmittal letter
- ☐ The complete name and address of Offeror's firm and the name, mailing address and telephone and tax number (s) of the person the State should contact regarding the Offeror's proposal.
- ☐ Sections that follow the exact format using all titles, subtitles, numbering, with tabs separating each section.
- ☐ RFP identification information on the top right hand corner of each page.
- ☐ Consecutive page numbering.
- ☐ Complete responses for each item unless otherwise noted.
- ☐ Applicants are encouraged to take the Proposal Evaluation points into considering when completing the proposal.

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

**Article I.
Article II.**

Article III.
Section 3.01

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include
the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer
Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

TABLE OF CONTENTS

1. Table of Contents
 - a. See Attachment 1, Offer Form, OF-1
2. Background and Summary
3. Experience and Capability
4. Personnel: Project Organization and Staffing
5. Service Delivery
6. Financial
7. Other
8. Price Offer

HEALTHY HAWAII INITIATIVE MEDIA MESSAGES
RFP-HHI-06-001
BUDGET FORM

Television Commercials (6)	
Radio Commercials (6)	
Bus Posters (4)	
Print Advertisements (4)	
Direct Mail Fliers (2)	
Talent Buy Out	
Focus Group Test	
Total	

HEALTHY HAWAII INITIATIVE MEDIA MESSAGES
RFP-HHI-06-001

Evaluator: _____

Date _____

Offeror / Applicant: _____

<p>Priority List</p> <p>_____ Acceptable</p> <p>_____ Potentially Acceptable</p> <p>_____ Unacceptable</p> <p style="text-align: right;">COMMENTS: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>SCORE</p> <p>Category 1 _____</p> <p>Category 2 _____</p> <p>Category 3 _____</p> <p>Category 4 _____</p> <p>Total Score: _____</p>
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Article IV. Evaluation Categories		Rating		
1. Experience & Qualifications of Offeror		Maximum Points	Score	Comments
An assessment of the Offeror's experience, reputation, personnel resources, and financial stability, will include the following:				
<ul style="list-style-type: none"> Knowledge, skills, and abilities related to the delivery of the proposed service activities and of the Offeror's broad range of expertise and relevant experience. 		10		
<ul style="list-style-type: none"> Staffing capacity and capability, commitment to develop, implement, coordinate, and evaluate the scope of work, and to coordinate with other agencies and community resources. 		10		
Sub Total <u>20</u> _____				

Article V.	Evaluation Categories		Rating	
2. Proposed Approach The proposal will be evaluated on:	Maximum Points	Score	Comments	
<ul style="list-style-type: none"> The Offeror's understanding of the purpose, scope, goals, objectives of the public education campaign(s). 	10			
<ul style="list-style-type: none"> The overall project work plan and timeline describes the essential tasks of the proposed project components and identifies the responsible person(s) and the logical sequence of events to implement the project. 	30			
Sub Total <u>40</u> _____				
Article VI.	Evaluation Categories		Rating	
3. Evaluation Process The Offeror:	Maximum Points	Score	Comments	
<ul style="list-style-type: none"> Describes sufficient quality assurance and evaluation methodology for the proposed campaign(s). 	10			
<ul style="list-style-type: none"> Describes proposed measures or instruments for measuring outcomes. 	10			
Sub Total <u>20</u> _____				

Article VII. Evaluation Categories	Rating		
4. Cost Proposal The State will review the narrative budget justification and pricing information and evaluate the applicant's cost proposal and budget expenditure plan that shall include:	Maximum Points	Score	Comments
<ul style="list-style-type: none"> Degree to which the cost proposal and budget expenditure plan demonstrates support of the proposed work plan and requirements of the RFP. 	10		
<ul style="list-style-type: none"> Degree of competitiveness, reasonableness, and appropriateness of the cost proposal to reflect Offeror's effort to meet requirements of the RFP and the goals and objectives of the HIP public education campaign. 	10		
Sub Total <u>20</u> _____			

TOTAL: _____

RFP HHI-006-001
Questions and Answers
Added on September 11, 2006

1. Are contractor questions really due on Labor Day, September 4th?

Usually we give one week from the posting date to submit written questions (usually submitted via e-mail). This would mean the deadline would be August 31st. However, we are allowing a few extra days to submit questions.

2. Is attendance in person at the pre-proposal conference on 8/31 mandatory? Is it possible to participate via telephone or the web?

Attendance at the pre-proposal conference is optional. We can make arrangements to connect you via phone conference. If you are interested, in this option let me know and I will make the arrangements.

3. Do you anticipate that much of the correspondence and administration of this project could be handled via email and telephone?

Yes, the contract can be managed remotely. One thing to keep in mind when writing your proposal . . . we want our audience to feel like they can relate to the people in the media produced through this contract. Usually this means using local actors and using Hawaii landmarks as backdrops

4. Do you do a RFP for the media buying portion of the campaigns? And is there an in-state requirement or preference?

HHI will work directly with the Governor's Communication Office to coordinate the media buy. It will not be a responsibility of the contractor that produces the media for RFP-HHI-006-001.

HHI ideas on developing social marketing media:

- Viewers follow characters through process of integrating healthy behaviors into their lifestyles. Use the same actors for physical activity and nutrition campaigns. *Limits amount of time spent recruiting talent and simplifies the talent buy out process.*
- Physical activity and nutrition commercials do not have to be ready for airing at the same time. However, it would be possible to shoot the footage for both physical activity and nutrition campaigns in a single two-three day shoot.
- Capture digital images during the physical activity and nutrition commercial shoots to use in print ads for a unified look.

Healthy Hawaii Initiative Key Media Messages

Physical Activity

Goal: Engage in 30 minutes of physical activity a day, most days of the week

Key beliefs: Results show that the following variables are different between those who engage in 30 minutes of physical activity a day on most days of the week and those who do not. Countering these beliefs will be important in changing their behavior.

- Not enough time
- Have trouble staying motivated
- Not enough energy
- Don't think they should exercise regularly
- Low social support from family, employer, experts
- Don't recognize these benefits: increased self esteem and improved appearance, sense of accomplishment

Fruits and Vegetables

Goal: Eat 5 or more servings of fruits and vegetables every day

Key beliefs: Results show that the following variables are different between those who eat 5 or more servings of fruits and vegetables a day and those who do not. Countering these beliefs will be important in changing their behavior.

- Don't like the taste
- Not easy to prepare or convenient
- Tempted by junk food
- Lack of support from family
- Wish others ate more
- Spoil too fast